

(c) Operation of Black Hawk Assets. Title to and risk of loss of the Black Hawk Assets shall remain with Rainbow DBS until the Black Hawk Closing, and at the Black Hawk Closing shall transfer to Buyer. After the date hereof and until the Black Hawk Closing, Rainbow DBS shall cause the Black Hawk Assets to be operated and maintained in accordance with all applicable laws, rules and regulations, and with the same degree of diligence and care that a reasonably prudent TT&C owner and operator would use. Rainbow DBS shall keep and maintain the Black Hawk Property substantially in the same condition as it exists on the date hereof and shall preserve the Black Hawk Property from deterioration, other than ordinary wear and tear; *provided, however*, that Buyer acknowledges and agrees that Rainbow DBS is under no obligation to continue construction of or make any additional improvements to any of the structures, furniture, fixtures or equipment located at the Black Hawk Property, other than pursuant to the Black Hawk Contracts. From and after the Black Hawk Closing, Buyer shall have title to and risk of loss of the Black Hawk Assets and shall assume all responsibility for the operation and maintenance of the Black Hawk Assets and for compliance with the terms and conditions of the Black Hawk Contracts, other than the Excluded Contracts.

(d) Conduct of Business. Rainbow DBS covenants and agrees that, during the period between the date hereof and the Black Hawk Closing, unless Buyer shall otherwise agree in writing, the business of Rainbow DBS as it relates to the Black Hawk Assets shall be conducted in, and Rainbow DBS shall not take any action regarding the Black Hawk Assets except in, the ordinary course of business. Without limiting the foregoing, Rainbow DBS shall not, directly or indirectly do, or propose to in any way reduce the value, term or any of its rights under, or incur any Liens with respect to, the Black Hawk Assets. Rainbow DBS shall enforce the Black Hawk Contracts and will not modify the Black Hawk Contracts or take any other action that could reasonably result in a material adverse effect on the transactions contemplated by this Letter Agreement.

(e) Cooperation; Consents. Each party covenants and agrees that, during the period between the date hereof and the Black Hawk Closing, it shall cooperate with the other and use its commercially reasonable efforts to (i) cause the conditions to the Black Hawk Closing set forth in Paragraphs 9 and 10 to be satisfied; and (ii) obtain any required governmental and third party consents and make and obtain effectiveness of all filings necessary for the consummation of the transactions contemplated hereunder.

(f) Black Hawk Contracts. At any time after the date hereof, until the date that is thirty (30) days prior to the Black Hawk Closing, Buyer may notify Rainbow DBS in writing that it does not require the assignment of one or more of the Black Hawk Contracts. In such case, Rainbow DBS shall terminate any such contract (and pay any fees associated with such termination), and such contract shall be designated an "Excluded Contract" for purposes of this Letter Agreement and shall no longer be included in the Black Hawk Assets.

(g) Casualty; Condemnation

(i) Risk of Loss. Between the date of this Letter Agreement until the Black Hawk Closing, the risk of loss or damage to the Black Hawk Property by fire or other casualty shall be borne and assumed by Rainbow DBS. Rainbow DBS, after learning of any such fire or other casualty, shall promptly notify Buyer thereof, and, as soon as reasonably

practicable thereafter, Rainbow DBS shall provide Buyer with an estimate of the cost of repairs and the amount of insurance proceeds available to undertake such repairs. Within ten (10) days after receipt of such notice and estimate, Buyer shall in turn notify Rainbow DBS whether Buyer wants Rainbow DBS to commence repair of the resultant damage of the Black Hawk Property. If Buyer wants Rainbow DBS to so commence, or if Rainbow DBS, in the exercise of prudent business judgment, decides to so commence, Rainbow DBS shall proceed to repair the Black Hawk Property but shall not be obligated to expend more than any collected insurance proceeds and the amount of any insurance deductible. Should such fire or other casualty create an emergency situation, Rainbow DBS may elect to take such measures to protect, secure and repair the Black Hawk Property as Rainbow DBS in its own discretion determines. At the Black Hawk Closing, Rainbow DBS shall pay to Buyer any proceeds it has received in respect of any such fire or other casualty; provided, however, that if Rainbow DBS has undertaken any repairs in accordance with this Paragraph 13 (g), Rainbow DBS shall turn over to Buyer the balance of any unused insurance proceeds in Rainbow DBS' possession. At the Black Hawk Closing, Rainbow DBS shall also assign to Buyer all of Rainbow DBS' rights to any payments to be made after the Black Hawk Closing under any hazard insurance policy then in effect with respect to the Black Hawk Property. If it is necessary to prosecute a claim to maximize the proceeds of insurance recovery, from and after the Black Hawk Closing, Rainbow DBS shall diligently undertake such prosecution for the benefit of Buyer. Rainbow DBS shall not enter into any agreement to undertake repairs with a term that extends beyond the Black Hawk Closing without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed. Following the Black Hawk Closing, except as set forth above, Rainbow DBS shall have no further liability or responsibility with respect to any such preceding fire or other casualty at the Black Hawk Property. Following the Black Hawk Closing, Buyer shall reimburse Rainbow DBS for the cost of any repairs made by Rainbow DBS prior to the Black Hawk Closing and not reimbursed by Rainbow DBS' hazard insurance company, to the extent Buyer receives any insurance proceeds from and after the Black Hawk Closing, applicable to the repairs performed by Rainbow DBS.

(ii) Eminent Domain. Between the date of this Letter Agreement until the Black Hawk Closing, in the event any part of the Black Hawk Property is taken or a proceeding is commenced to so take any part of the Black Hawk Property, the risk of any such occurrence shall be borne by Rainbow DBS. At the Black Hawk Closing, Rainbow DBS shall pay to Buyer any proceeds it has received in respect of any such occurrence, and shall assign to Buyer without recourse or warranty its right to any future proceeds in respect thereof. Following the Black Hawk Closing, Rainbow DBS shall have no further liability or responsibility with respect to any such preceding taking or proceeding regarding the Black Hawk Property. If it is necessary to prosecute a claim to maximize the proceeds of taking recovery, prior to the Black Hawk Closing, Rainbow DBS shall diligently undertake such prosecution for the benefit of Buyer.

(h) Title Insurance. Rainbow DBS will obtain, not later than ten (10) business days following the date of this Letter Agreement with respect to the Black Hawk Property, the Title Commitment, referred to in Section 7 above, for an extended coverage ALTA Owner's Policy of Title Insurance Form 1992 ("Title Policy") issued by a Chicago Title Insurance Company or such other title insurer reasonably satisfactory to Buyer ("Title Company") (and, if requested by Buyer, reinsured in whole or in part by one or more insurance companies and

pursuant to a direct access agreement reasonably acceptable to Buyer), such amount as determined to be the fair market value of such real property pursuant to Section 3 (including all improvements located thereon), insuring title to such real property to be in the name of Buyer as of the Black Hawk Closing. The cost of such title policy shall be borne one-half by Rainbow DBS, on the one hand, and one-half by Buyer, on the other hand. Within fifteen (15) days after delivery of the last of the Title Commitment, Title Commitment Documents and Survey (collectively, "Title Documents") to Buyer, Buyer shall notify Rainbow DBS of any objections that Buyer may have to the exceptions or other matters shown in the Title Documents. Buyer's failure to object to the conditions of title or any exceptions contained in the Title Documents within such fifteen (15) day period shall be deemed approval or waiver of that item and approval of the title to the Black Hawk Property in accordance with Section 9(e)(i) of this Letter Agreement. Any Liens or other conditions that are to be discharged or cured by Rainbow DBS at or before the Black Hawk Closing shall not be considered an objection to title. If Rainbow DBS receives a notice from Buyer of an objection to the condition of title to the Black Hawk Property or to any exception or other matter contained in the Title Documents, Rainbow DBS will notify Buyer within seven (7) days after receipt of such notice of Rainbow DBS' intention either (i) to cure the exception prior to the Black Hawk Closing, by taking the action specified in such notice; or (ii) to take no action with respect to same. If the action Rainbow DBS intends to take pursuant to clause (i) above is not completed within five (5) days after receipt of such notice or if Rainbow DBS elects to take no action pursuant to clause (ii) above, within five (5) days after receipt of such notice or failure to complete, Buyer shall have the right (A) to terminate this Letter Agreement in which event neither party will have any further obligations under this Letter Agreement or (B) to accept such condition or exception and close on the purchase of the Black Hawk Property. Failure by Buyer to notify Rainbow DBS of its election under clause (A) or (B) above within the five (5) day period shall be deemed an election by Buyer to proceed to closing under clause (B).

(i) Survey. With respect to the Black Hawk Property, Rainbow DBS will procure in preparation for the Black Hawk Closing a current survey certified to Buyer, prepared by a licensed surveyor and conforming to current ALTA Minimum Detail Requirements for Land Title Surveys, disclosing the location of all improvements, easements, party walls, sidewalks, roadways, utility lines, and other matters shown customarily on such surveys, and showing access affirmatively to a public street or road (the "Survey"). The cost of the Survey shall be borne one-half by Rainbow DBS, on the one hand, and one-half by Buyer, on the other hand. The Survey shall be delivered to Buyer pursuant to Section 7 of this Letter Agreement.

(j) Division of Expenses for this Transaction. In addition to the division of the various expenses of this transaction set forth above, the parties agree to the further allocation of expenses as follows:

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| (A) Broker/Real Estate Commission (if any): | Rainbow DBS |
| (B) Title Corrections: | Rainbow DBS |
| (C) Real Estate Transfer Fees: | Rainbow DBS |
| (D) Recording Expenses: | |

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|---------------------------------|--|
| (i) Conveyance Instruments: | Buyer |
| (ii) Mortgage Release (if any): | Rainbow DBS |
| (iii) Title Corrections: | Rainbow DBS |
| (E) Attorney's Fees: | Each party shall separately pay the legal fees each has and may accrue with respect to this transaction. |

14. Termination. Buyer may terminate this Letter Agreement at any time prior to 5:00 p.m. mountain standard time on the date which is thirty (30) days after Buyer's receipt of the last of the materials delivered pursuant to Section 7 above. In the event that the conditions to closing for the benefit of the applicable party set forth in Paragraphs 9 or 10 have not been met by the other party on or before the first anniversary of the date of this Letter Agreement, the party for whose benefit conditions have not been met may terminate this Letter Agreement upon notice to the other party; provided that if the condition to closing that has not been met is the Regulatory Approvals specified in Paragraphs 7(c) and 8(c), either party may extend the termination date for an additional ninety (90) days, and if such condition (and all other conditions to closing) have been satisfied by such extended date, the parties shall proceed with the Black Hawk Closing. This Letter Agreement shall automatically terminate if the Satellite Sale Agreement is terminated. If this Letter Agreement is terminated pursuant to this Paragraph 14, this Letter Agreement shall become null and void and all obligations of the parties hereunder shall terminate without any liability of either party to the other party, except with respect to any liability arising out of a breach or default prior to the time of such termination of this Letter Agreement.

15. Disclaimer Of Warranties, Limitation Of Liability And Indemnification

(a) Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED IN THIS LETTER AGREEMENT, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE WITH RESPECT TO THE BLACK HAWK ASSETS, ARE EXPRESSLY EXCLUDED AND DISCLAIMED AND BUYER ACKNOWLEDGES THAT IT IS ACQUIRING EACH OF THE ACQUIRED ASSETS "AS IS."

(b) Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, OR LOSS OF GOODWILL), WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY CAUSE WHATSOEVER.

(c) Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold the other party and its Subsidiaries, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs,

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successors and legal representatives (collectively the "Indemnified Group") harmless from and against, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorney fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) incurred by any member of the Indemnified Group that arise out of, or are incurred in connection with, the breach or default of any representation, warranty, covenant or obligation of the Indemnifying Party hereunder.

16. Assignment And Successors

(a) Assignment. Neither party may assign its rights and interests under this Letter Agreement without the prior written consent of the other party. As used in this Paragraph 16(a), "assign" shall mean to grant, sell, assign, encumber or otherwise convey directly or indirectly, in whole or in part. Notwithstanding the foregoing to the contrary, Buyer shall have the right, without the consent of Rainbow DBS, to assign this Letter Agreement to an affiliate.

(b) Successors. Subject to the provisions concerning assignments above, this Letter Agreement shall be binding on and shall inure to the benefit of any successors and permitted assigns of the parties. Any purported assignment by either party not in compliance with the provisions of this Letter Agreement shall be null and void and of no force and effect.

17. Confidentiality. Buyer and Rainbow DBS will hold in confidence the material terms and conditions of this Letter Agreement under the same terms and conditions as in the Satellite Sale Agreement.

18. Miscellaneous

(a) Applicable Law, Attorney Fees, Entire Agreement and Effectiveness. This Letter Agreement shall be interpreted according to the laws of the State of [South Dakota] U.S.A. and, where applicable, subject to compliance with the laws, rules and regulations of the United States, including, without limitation, those of the FCC and those governing communications, exports and re-exports, without regard to any conflict of law provisions. This Letter Agreement, including the Appendices and any non-disclosure agreements between the parties, constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. This Letter Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a prior writing signed by an authorized officer of each party. This Letter Agreement shall not be binding or effective on any party until fully executed by both parties hereto.

(b) U.S. Export Control Laws. The parties acknowledge and agree that portions of the Black Hawk Assets, technical information, and/or accompanying technology provided under this Letter Agreement are subject to export controls under the laws and regulations of the United States. Each party shall comply with such laws and regulations and agrees not to export, re-export, or otherwise transfer such services or items to foreign persons

(including foreign national employees) without first obtaining all required United States authorizations or licenses.

(c) Severability. Nothing contained in this Letter Agreement shall be construed so as to require the commission of any act contrary to law. If any provision of this Letter Agreement shall be held invalid or unenforceable, the provisions of this Letter Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirements and the remaining provisions of this Letter Agreement shall not in any way be affected or impaired.

(d) No Third Party Beneficiary. Except as expressly set forth herein, the provisions of this Letter Agreement are for the benefit only of Rainbow DBS and Buyer and no third party may seek to enforce or benefit from these provisions.

(e) Non-Waiver of Breach. Either party may specifically waive any breach of this Letter Agreement by the other party; provided, that no such waiver shall be binding or effective unless in writing and signed by an authorized officer of the party to be bound and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving party may at any time, upon notice given in writing to the breaching party, direct future compliance with the waived term or terms of this Letter Agreement, in which event the breaching party shall comply as directed from such time forward.

(f) Notices. Except as otherwise expressly set forth to the contrary herein, any notice or other communications required or permitted to be given hereunder shall conform to the requirements for notices under the Satellite Sale Agreement.

(g) Headings. The descriptive headings of the paragraphs of this Letter Agreement are inserted for convenience only and do not constitute a part of this Letter Agreement.

(h) Documents. Subject to applicable legal compliance, each party agrees to provide information and to execute, and, if necessary, to file with the appropriate Governmental Entities, such documents as the other party shall reasonably request in order to carry out the purposes of this Letter Agreement.

(i) Reconstitution. In the event the Regulatory Approvals necessary to consummate this transaction are denied or conditioned in any material respect by any Governmental Entity, the parties will use their respective best efforts for a period of six (6) months thereafter to reconstitute this Letter Agreement in a manner that would permit each party to realize the material benefits of this Letter Agreement in a manner that either does not require Regulatory Approval or can reasonably be expected to achieve such approval, and if such material benefits can be realized, the parties will proceed to implement this Letter Agreement as reconstituted; *provided, however*, that no party shall be obligated to enter into any such reconstituted Letter Agreement that would require it to make material expenditures or dispose of material assets in excess of the amount of expenditures or assets contemplated by this Letter Agreement unless compensated for such arrangement.

(i) Counterparts and Facsimile Signatures. This Letter Agreement may be executed by facsimile signatures and in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

If the terms and conditions of this Letter Agreement are acceptable to Buyer, please sign, date and have notarized in the space provided below two (2) copies and return one (1) originally executed copy to me. The terms of this Letter Agreement shall be binding on the parties.

Sincerely,

RAINBOW DBS COMPANY LLC

By:  vs
Is: Chief Executive Officer
+ President

State of New York,)
) ss.
County of Nassau)

ON THIS DAY, January 27, 2005, before me, the undersigned officer, personally appeared James Dallen, who acknowledged himself to be CEO + Pres of Rainbow DBS Company LLC, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CEO + Pres.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
My Commission Expires: 05/28/06

ABIGAIL MONTAGUE
NOTARY PUBLIC, State of New York
01M05060869, Nassau County
My Commission Expires May 28, 2006

(SEAL)

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ACKNOWLEDGED AND ACCEPTED
THIS 27th DAY OF January, 2005

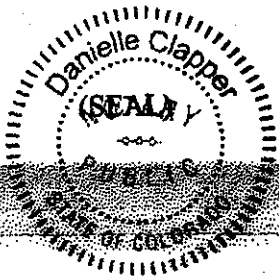
ECHOSTAR SATELLITE L.L.C.

By: David K. Markowitz
Its: Executive Vice President / General Counsel & Secretary

State of Colorado)
County of Douglas) ss.

ON THIS DAY, January 27, 2005, before me, the undersigned officer, personally appeared David K. Markowitz, who acknowledged himself to be EVP, GC & Sec. of EchoStar Satellite L.L.C., a limited liability company, and that he, as such EVP, GC & Sec., being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as EVP, GC & Sec.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Danielle Clapper
Notary Public
My Commission Expires: 09/08/08

Danielle Clapper
Notary Public
State of Colorado
My commission expires 09/08/08

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